

Rhodes Homes Arizona, LLC *DR*
2215 Hualapai Mountain Road, Suite H
Kingman, Arizona 86401
Phone: (928) 718-2210
Fax: (928) 718-1322

Consultant Agreement

Date: 2/28/05
To: Stanley Consultants
Project: Temple Bar #17976
Type of Work: Engineering
Contract#: TBMP1000-1&2

Attached you will find your Consultant Agreement for the project stated above.

Please sign and initial all pages of both contracts as indicated and return both contracts to our office as soon as possible. A fully executed copy will be returned to you.

NOTE: Every page of this contract must be signed or initialed to be considered valid.

We look forward to a prosperous business relationship with your company.

Sincerely,

Rhodes Homes Arizona

Enclosures

CL05216

Consultant Agreement

This Agreement made this 28th day of February, 2006, by and between Rhodes Homes Arizona, LLC hereinafter sometimes referred to as "Client", and Stanley Consultants, sometimes hereinafter referred to as "Consultant", provides as follows:

Date: 2/28/06
Project: Temple Bar (hereinafter sometimes referred to as "The Project")
Contract Price: \$337,650.00

RECITALS:

- A. Client is the developer of The Project. Client is entering into this Agreement with Consultant to perform the professional services described within the Scope of Services, attached as Exhibit "A" to this Agreement.
- B. Consultant is qualified to provide the professional services agreed to within this Agreement as requested by the Client. If Consultant is not qualified to perform the services indicated herein for completing the work, Consultant will immediately notify Client of such in writing.
- C. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule.

WITNESSETH:

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the Client and the Consultant agree as follows:

1. Services: Consultant shall perform the professional services described in Exhibit "A" and elsewhere throughout this Agreement. Exhibit "A" is attached hereto and incorporated herein by reference (the "Scope of Services").
2. Non-Exclusivity: This Agreement shall not act as an exclusive contract limiting the Client to use only Consultant at the Project.
3. Standards: All services shall be performed by the Consultant in a manner consistent with that level of care ordinarily exercised by reputable members of the profession who are currently practicing in the same locality under similar conditions.
4. Government Regulations: Consultant shall comply with all known laws, statutes, ordinances, standards, rules and regulations, policies, licensing requirements, insurance requirements, practices, and procedures of federal, state, municipal, and special district governmental authorities which are applicable to the services covered under this Agreement.
5. Materials: All necessary labor, licenses, and any other items necessary to complete the services as outlined in Exhibit "A" (hereinafter collectively referred to as the "Materials"), must be furnished by the Consultant and shall be a part of the contract price unless it is specifically excluded in Exhibit "A".

Reproduction of six (6) copies of documents needed for the production, design, and submittal of plans and maps are included in the contract price. In addition, one copy of each

document, map, or plan will be provided to the Client during the preliminary stages, prior to the first submittal, after each additional submittal, and immediately after approval and recordation. The total cost of these copies is included in the overall price of this contract.

Any additional reproduction of plans and documents requested by Client which are not included in the contract price shall be directed by Client to Client's reproduction company of choice at Client's expense. In the event changes are requested by the Client, an additional fee shall be negotiated for those copies at the instance of the Consultant at the time of request.

6. **Licensing Requirements:** As a condition of this Agreement, Consultant shall maintain in effect at all times during the term of this Agreement a valid and appropriate license and/or registration for the State of Arizona, or any other governmental or administrative body as may be applicable. Copies of current applicable licenses shall be submitted to Client upon request. Furthermore, Consultant shall ensure that each of its employees who are subject to licensing and/or registration maintain a current and valid license and/or registration while performing work on the project. Consultant will notice Client in writing immediately of any changes to Consultant's registration license status.

7. **Key Personnel:**

- a. Award of this contract was based upon a review of the personal qualifications proposed by the Consultant. This includes, but is not limited to, Consultant's current organizational chart, the described internal schedule of processing for the recordation of map(s), and the current Principals of the company.
- b. The Client will be notified immediately if there is a change in Key Contact Personnel including the names and qualifications of these individuals.
- c. Should the individuals originally assigned to Client not be able to perform the work, the Consultant shall send written notice of any proposed replacement or addition, including a statement of qualifications, by individual name. Such proposed replacement or addition must be sent to Client immediately.
- d. Client reserves the right to reject any proposed replacement or addition and/or to request additional qualifying documentation.
- e. Key personnel designated by Consultant may be subject to an interview with Client to substantiate the knowledge and experience that has been represented.
- f. Prior to beginning work, the Consultant will supply Client with a Key Contact Personnel List to include their job, title, and contact information. Consultant will also supply Client with a list of employees authorized to sign contracts and change orders.

8. **Consultant's Representations:**

- a. The Consultant shall perform the services outlined in Exhibit "A" in a manner consistent with that level of care ordinarily exercised by reputable members of the profession currently practicing in the same locality and under similar conditions. Consultant understands the nature and scope of services and shall perform all services as required in this Agreement.
- b. Consultant shall attend a weekly status meeting according to Client's requests. Fees for weekly meetings shall be included in the lump sum price for the duration indicated in Exhibit "A".

9. **Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold Client harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs, expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property, which are caused by Consultant's negligent act, error, or omission in the performance of the services under this Agreement or by its breach of this Agreement. Consultant shall not be responsible to indemnify Client from any liability, claims, judgments, losses or demands that are caused by the negligence of the Client. In the event Client and Consultant are determined to be jointly at fault, any liability as between Client and Consultant shall be allocated between Client and Consultant in accordance with their proportionate share of such fault.
10. **Attorney's Fees:** If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith.
11. **Confidentiality of the Consultant:** Consultant acknowledges and agrees that throughout the term of this Agreement, Consultant may obtain information about the Client or the project which is highly sensitive and confidential. Except as required by law or by a court of competent jurisdiction, Consultant agrees not to disclose Client confidential information to unrelated third parties outside the scope of the services without the express written consent of the Client. Nothing herein shall be deemed to prohibit Consultant from making a disclosure of a violation of law or of a matter necessary to protect the health or safety of any person. Consultant will notify Client prior to releasing any disks or maps provided to other consultants that are prepared in conjunction with any work/services for Client. Required coordination with any agency necessary for the approval or construction of this project is hereby granted.
12. **Insurance:** Consultant shall maintain adequate insurance coverage at its own expense at all times during the full term of its services under this Agreement and as otherwise required hereunder. Insurance coverage must have policy limits not less than those set forth below with insurers licensed to do business in the State of Arizona and which is acceptable to the Client and under forms of policies satisfactory to the Client. There are no other requirements contained herein as to types, limits, or Client's approval of insurance. Client coverage to be maintained by Consultant is intended to and shall not in any way or manner limit quality or quantity of the liabilities and obligations assumed by Consultant under this Agreement or otherwise as may be provided by law.

The following items must be submitted to the Insurance Coordinator of Rhodes Homes Arizona prior to payment of any invoices or acceptance of any work. Consultant agrees that it shall not be entitled to such payment until such time that the following have been received by Client:

- a. General Liability Insurance Coverage in the amount of \$2,000,000 aggregate. The Certificate holder's box must show the following names as additionally insured:

- Rhodes Homes
- Rhodes Homes Arizona
- James M Rhodes, individually

This Certificate must also have attached an additional Insured endorsement in a CG 2028 1185, or a CG2037 1001 FORMAT which names the same three names as additionally insured. The insurance company providing the insurance coverage must have an AM Best Rating of A+ or better and must be admitted in the state of Arizona.

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Rhodes Homes Arizona
Stanley Consultants

CL05219

The Name of the project must be noted in the Description Box. (We require an Original Insurance Certificate for each project.)

- b. Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.
- c. State Industrial Insurance Certificate of Workmen's Compensation Insurance. Certificate which shows that you are covered. If self-insured, a certificate showing that you are covered.

Professional Liability:

Consultant agrees to provide and maintain, at its expense, a Professional Liability Insurance Policy of \$1,000,000 per claim for a period not less than five (5) years after the date of the final completion of the work that is performed in accordance with the services if commercially available and affordable. Consultant shall provide Client with a copy of the terms and conditions of the policy providing Professional Liability coverage.

Consultant's Equipment Policy:

Any such insurance policy covering Consultant's or outside Consultant's or Consultant's equipment against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the Indemnities. Such insurance shall be Consultant's and outside Consultant's and in-house Consultant's sole and complete means of recovery for any such loss. Should Consultant or any outside Consultant or in-house Consultant choose to self-insure this risk, it is expressly agreed that the Consultant and the outside Consultant and in-house Consultant hereby waive any claim for damage or loss to said equipment in favor in the Indemnities.

Other Requirements:

Evidence of the insurance coverage required to be maintained by Consultant represented by Certificates of Insurance issued by the insurance carrier(s), must be furnished to the Client prior to Consultant starting its services. Certificates of Insurance shall specify the additional insured status mentioned above as well as the waivers of subrogation. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation or non-renewal of insurance. Consultant shall provide to Client a certified copy of any and all applicable insurance policies prior to requesting or receiving payment from Client and prior to starting work. Timely renewal certificates will be provided to Client as the coverage renews.

Insurance similar to that required of Consultant shall be provided by or on behalf of all outside Consultants and in-house Consultants to cover their operations performed under this Agreement. Consultant shall be held responsible for any modifications in these insurance requirements as they apply to Consultants. Consultant shall maintain Certificates of Insurance from all Consultants, enumerating, among other things, the waivers in favor of, and insured status of, the Indemnities as required herein and make them available to Client upon request. The term "Consultant(s)" shall include Consultants of any tier.

13. Additional Required Documents:

- a. State of Arizona License. Copy of unexpired license, if required by law.
- b. Copy of current unexpired business licenses, whichever is applicable to the subdivision or job.
 - 1) Mohave County
 - 2) City of Kingman

c. A valid W-9 must be on file.

14. Use of Work Product:

- a. Consultant's work product shall be delivered to Client per a mutually agreed schedule in accordance to paragraph 16 of this Agreement and may be used by Client for any purpose connected with the project in accordance with paragraph 16 of this Agreement. Consultant agrees to provide Client with the disks containing the work product of the Consultant in a format as agreed upon at the initiation of project and to the Client's specifications. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of Consultant's items of work.
- b. Documents, including drawings and specifications, which are prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for use by Client or others other than for their originally intended use at the Project. Any use of completed documents other than as originally intended, without written verification or approval by Consultant, will be at Client's sole risk and without liability or legal exposure to Consultant.
- c. Consultant shall not release any non-public data or work product prepared under this Agreement to any other consultant, entity, or private/public organization without the prior written authorization of Client with the exception to those documents that must be released to public record prior to approval or recordation

15. Review and Approval of Work:

- a. Client reserves the right to have the Consultant's work product reviewed by other consultants or by Client at its discretion. Consultant shall fully cooperate with the Client and its agents in review of its work product. Consultant shall immediately provide either appropriate changes or a written response as a result of such outside review. Additional costs, if any, for such changes and or responses shall be negotiated prior to making such changes and/or responses. If said changes are for value engineering purposes, said revisions will be done after the Client has approved them on a time and materials basis. If Client and Consultant are unable to resolve such dispute, Client and Consultant agree to mutually select an independent party to seek a resolution through mediation.
- b. Provided the Consultant is given clear written and spoken directions from the Client, work is to conform to the Client's acceptance and internal specifications as they are provided prior to start of work in addition to City and County specifications, acceptance, and approval. If there is a conflict between the Client's specifications and the governing agency's specifications, the governing agency's specifications shall prevail. Furthermore, Client requires that on or before 10% of the work is complete and on a regular basis thereafter, Consultant shall present its design to Client to obtain approval and/or advice on how to mitigate design discrepancies early in the process.
- c. Consultant's work shall be in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing in the same locality under similar conditions and shall be deemed complete when it has been signed, approved, recorded, and accepted by the applicable governing agencies, and the approved copies have been presented to Client.

16. Schedule: If provided for in Consultant's Scope of Services, the Consultant will supply and update a detailed critical production/design review schedule on a weekly basis for tracking purposes which includes planned versus actual completion timeframes for both entity reviews

and Consultant production. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule. Additional fees may be required for any unforeseeable delays in the project that are outside of the Consultant's control.

17. **Changes:** From time to time, Client may require changes in the Scope of Services of the Consultant to be performed thereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between Client and Consultant shall be incorporated in written amendments or Change Orders to this Agreement and signed by all parties hereto prior to performing additional services. Client and Consultant may request an amendment of the provisions of this Agreement; however, oral understandings shall not be binding. To be valid, all such amendments shall be made in writing and signed by all parties hereto.
18. **Waivers:** No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof, nor shall it affect the enforceability of any part of this Agreement. No waiver shall be valid or binding unless executed in writing by the waiving party.
19. **Termination:**
 - a. The Client may terminate this Agreement at any time by written notice to the Consultant subject to the payment of all fees and expenses incurred through the termination date. Upon such termination, Consultant shall deliver to the Client all plans, drawings, computer disks and the like which were prepared by the Consultant in connection with this Agreement of said Project. Consultant's plans, drawings and the like may be directly or indirectly used by the Client to the extent permitted by law; provided however, Client hereby agrees to indemnify and hold Consultant, its officers, directors, employees, consultants, and subcontractors harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs, expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property.
 - b. This Agreement may not be terminated by Consultant except by breach of this Agreement by Client, to include nonpayment of fees within 30 days of invoice which is not cured within fifteen (15) days following Client's receipt of Consultant's invoice.
 - c. Changes to the approved plans without Client's authorization will be grounds for terminating this Agreement.
 - d. In the event this Agreement is terminated, all finished or unfinished documents, data, drawings, models, photographs, reports, or other material prepared by the Consultant under this Agreement shall become eligible for any intended use by Client, and Consultant shall be entitled to receive just and equitable compensation for work completed on such documents and other materials. All plans, documents, comments from agencies, and notes become eligible for any use by Client in return for the compensation received. Client is to receive from Consultant a hard copy and an electronic format copy of all work performed by Consultant for Client regarding the Project for the cost of duplication and reasonable personnel time.
20. **Assignability:** Consultant shall not assign this Agreement or any portion thereof or any of its rights or obligations hereunder without the expressed written consent of the Client.
21. **Payment:**

- a. Consultant shall provide Client with a monthly statement of fees and expenses by the 1st of each month for payment on the 21st of the same month. Statements received after the 1st of each month will be paid as if submitted the following month. Partial payment to the Consultant shall not be construed as approval or acceptance of work furnished hereunder.
- b. Fees and expenses described herein are not to exceed the fees as set forth in Exhibit "B" without the prior written approval of the Client. Client shall have no liability for payment of said fees should they exceed fees as set forth in Exhibit "B" without the prior written approval of the Client. All fees exceeding the amounts agreed to herein will be approved by both Client and Consultant prior to the commencement of services.
- c. Consultant shall pay all liens (including beneficial use liens), claims, charges, or other impositions of any nature or kind imposed upon Consultant or arising out of or in connection with the services performed or materials provided for hereunder and shall hold harmless and indemnify Client therefrom. Client reserves the right to pay any liens that are imposed as a result of any work performed by sub-consultants of Consultant. Consultant shall reimburse Client for such payments. The fees in this proposal do not include any taxes, if any, whether local, state, or federal on professional services, including but not limited to sales tax. The amounts of any taxes will be added to the professional service fees as they are invoiced and will be identified as such.
- d. To the extent Consultant's services have not met the Standard of Care as written in Paragraph 3, Consultant shall be held responsible for errors in the field created by Consultant's designs. Consultant shall be informed of errors immediately upon discovery and shall have the right to make adjustments to the plans in order to correct the error. Consultant shall have the right to review the costs submitted by the contractor for the remedy prior to commencement.

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22. **Notice.** Any notice in this Agreement shall be in writing and shall be effective upon personal delivery, certified mailing return receipt requested when deposited in the United States mail, or upon confirmed transmission by telegram, cable, telex, or a facsimile.
23. **Entire Agreement:** This Agreement contains all the terms, conditions, and provisions hereof creating the understanding and representations of the parties relating thereto regarding this Project. All such prior written and/or oral proposals, representations, understandings, and discussions are superseded by this Agreement. This Agreement may only be modified or amended by further written agreement executed by the parties hereto.
24. **Authority:** Each of the undersigned signatories declare and represent that they are duly authorized to sign this Agreement and bind each of the parties hereto to all the terms and conditions as outlined herein.
25. **Binding Effect:** This Agreement shall be binding upon the heirs, personal representatives, successors, and/or assigns of the Consultant.
26. **Return of Agreement:** Consultant shall execute and return this Agreement within five (5) calendar days from the date of the Agreement. Consultant shall not commence with services and/or work prior to receipt of a fully executed Agreement. Consultant shall be due no payments for work completed until both parties have fully executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

Stanley Consultants
5820 S. Eastern, Suite 200
Las Vegas, NV, 89119
Phone 702-369-9398
Fax

Rhodes Homes Arizona, LLC *DRH*
2215 Hualapai Mountain Road, Suite H
Kingman, Arizona 86401
Phone: (928) 718-2210
Fax: (928) 718-1322

David Woo 3/2/05
Authorized Signature Date

for DAVID WOO
Print Name

James M. Rhodes 3-3-05
~~James M. Rhodes~~ Date
John E. Hughes Gen'l. Coun.
If contract amount is over \$25,000, then two (2)
Rhodes Homes Arizona signatures are required.

[Signature] 3/3/05
Marlan Walker, Division Manager Date

Rhodes Homes Arizona *DRH*
Stanley Consultants *[Signature]*

Exhibit "A"

SCOPE OF SERVICES

I. GENERAL CONDITIONS OF THE SCOPE OF SERVICES

1. SITE NAME Temple Bar
2. SITE DESCRIPTION Approximately 5 sections of residential and/or commercial subdivision located within Mohave County, between Hoover Dam and the City of Kingman, Arizona. This site is located east of U.S. Highway 93 inside the National Park Services Boundary: Sections 1, 3, 11, 9 of T 29 N, R 18 W and Section 35 of T 30 N, R 18 W.
3. REIMBURSABLE EXPENSES
A budget amount has been set for reimbursable expenses (See Exhibit B - Schedule of Values). Reimbursable expenses include such items as courier service, mileage, reproduction costs, etc.. Any and all fees required to be paid to government agencies, quasi-government agencies or utility agencies are NOT considered reimbursable expenses and will be paid by check provided by Client. These payments will be scheduled by Consultant and outlined in Exhibit "C", Time of Completion, giving expected dates when payments will be required and expected amounts of checks needed.
4. MEETINGS
 - a. Consultant is required to attend at least one weekly meeting at client's office to give a project update
 - b. Consultant is required to attend all public hearings and government agency meetings that pertain to the project.

II. PRELIMINARY ENGINEERING SERVICES

The tasks contained in this phase of the scope of work are required prior to the finalization of the subdivision design and final map preparation.

1. TOPOGRAPHY AND AERIAL MAPPING

- ✦ A field survey will be performed to establish horizontal and vertical ground-control points for use in aerial photogrammetry. The vertical datum will be based on NAVD83 and the horizontal datum will be based on NAD83, utilizing GPS survey techniques.
- ✦ The flight, aerial mapping and DTM will be provided by a sub-consultant. The mapping and DTM will be sufficient to provide 2-foot contours on the subject property.
- ✦ Boundary will be based on maps of record and a field survey.
- ✦ The survey drawing will be available in hard copy and electronic format (AutoCAD) as required.
- ✦ Services are based on the authorization for the survey team to enter the property for purposes of conducting the scope of services required for the project.

- ✦ The services herein are based on the receipt of a current title report with copies of all deeds and instruments referenced therein (Supplied by owner)
- ✦ This survey will not include any references to: lease agreements, oil, gas and mineral rights, matters that are strictly contractual and items which cannot be located upon the subject tract by a specific physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel. This survey will not address: compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise. Any special survey requirements, changes to our standard certification, special items in the certification required by any other party and agreed by the surveyor, must be negotiated before any work is commenced.

2. ALTA/ACSM LAND TITLE SURVEY

- ✦ Perform a survey based upon the minimum standards established by ALTA/ACSM in 1999.
- ✦ In addition, the following items of Table A will be included in our contract amount. Items 2, 4, 8, 11 a & b and 13.

3. BASE PROJECT EXHIBIT

- ✦ Consultant shall prepare a project exhibit for use and discussion. The exhibit will be computer generated and include property boundaries and ground topography.

4. INFRASTRUCTURE

- ✦ Consultant shall research, analyze and develop conceptual approaches to water, wastewater, power and drainage infrastructure to consist of the following:
 - Layout of water and sewer alignments
 - Layout of the transportation circulation elements
 - Layout of general drainage patterns and major facilities for the proposed plan
 - Layout of general power utility and major existing facilities
- ✦ Investigation will include water quality investigation with treatment and/or disinfection requirements. Water rights and options to provide service to a proposed development will be investigated.
- ✦ Work will include a computer generated exhibit of the subject project property and immediate adjacent properties. This map/exhibit will be used for all preliminary planning activities, utilities services investigations and graphic depiction.
- ✦ Consultant will prepare up to two (2) separate facility plans.
- ✦ Investigation will include wastewater treatment strategies for on-site, off-site and hauling methods of wastewater management.
- ✦ Effluent Reuse and Disposal alternatives will be investigated and reported.

5. CONSTRAINTS EXHIBIT WITH OFF-SITE IMPROVEMENTS

- ✦ Consultant shall incorporate all due diligence/intelligence gathered and/or calculated as part of the preliminary report preparation and investigation and develop an over-all area wide constraints map (includes the project area plus an additional one section around the perimeter), which clearly defines all utility connections and discharge points. All utilities include: Water, sewer, storm drainage, existing dedicated ROW for roadway/streets, gas electrical, cable, telephone, and fiber optics (when applicable).

- ✦ Consultant shall meet with all local providers of utilities services, County and/or other jurisdictional review agencies to provide a completed and concise constraints exhibit.

8. LAND PLANNING AND ENTITLEMENTS

Consultant shall investigate the requirement to complete a General Plan Amendment, zone change applications, facility plan, special use permits and other entitlements that may be required to support this project including coordination with the BLM and other agencies that have jurisdiction over the project site. Special or independent land use submittals packages that may be desired by the client will be completed on a time and materials basis in addition to the contract amount following approval from the client.

7. DRAINAGE STUDY

- ✦ Consultant shall prepare a conceptual on-site technical drainage study for the overall Project. The study will address existing drainage concerns impacting this site. The conceptual drainage study will be prepared in accordance with the Mohave County area flood control standards. The consultant will be sensitive to the conditions and requirements of FEMA during the preparation of the Technical Drainage Study. Local drainage conditions will be incorporated in a manner that meets FEMA requirements. No regional or off-site area wide Drainage Report is included as part of this project.
- ✦ This task is based on the preparation of one drainage study for the Project. Additional Drainage Investigation shall be performed by the consultant at the clients direction on a time and materials basis in addition to the contract amount following approval from the client.

8. WATER / SEWER STUDY

- ✦ Consultant shall calculate a preliminary water demand for the entire property to determine the overall usage and storage for the ultimate buildout.
- ✦ Consultant shall investigate two possible water service strategies for the entire property (if applicable).
- ✦ Consultant shall prepare a summary report of the preliminary pipe size and backbone layout proposed for the entire property. The summary report will analyze potential water pressures and facilities required for domestic water supply.
- ✦ Consultant shall investigate the area Department of Water resources agencies (if applicable) in Arizona and research the availability of a ground water contour map to show approximate ground water activity and levels. This effort will only include available information as determined by a search of existing and readily available records. No self performing activities will be involved by the consultant to determine ground water availability, quality and / or depth from ground surface.
- ✦ Consultant shall research existing and proposed options for water and sewer service and develop a detailed work plan to establish public utility services.

9. TRAFFIC IMPACT ANALYSIS AND TRANSPORTATION INFRASTRUCTURE

- ✦ Consultant will prepare a conceptual traffic impact study to address the impact to local streets and State Route 66. The traffic study will evaluate the general (maximum density) on-site and off-site circulation and allowable turning movements at key intersections. The traffic study will project the traffic generation characteristics of the project and the participation required from the Client.
- ✦ This proposal excludes traffic signal designs, gap analysis, progression analysis, regional traffic modeling or other traffic engineering services not specifically listed above. Should Client desire such services, Consultant shall provide these services as an extra service to the contract.

10. ENGINEERING/PLANNING (MEETINGS, EXHIBITS AND WORKSHOPS)

- ✦ Attend meetings; prepare exhibits as required for completion of Phase 1 services.

11. ENVIRONMENTAL STUDY

- ✦ Consultant will prepare a Phase I Environmental Site Assessment (ESA) for the entire property. Services will be conducted in general conformance with the scope and limitations with the American Society of Testing and Materials (ASTM) E1527-00.

12. PROJECT SCHEDULING

- ✦ Consultant will prepare a detailed project schedule using Microsoft Projects software and include all tasks beginning with the project initiation to the construction of the first phase of subdivision development.

- ✦ The project schedule will be updated on weekly basis or as needed by significant changes.

13. 404 PERMITTING AND BIOLOGIST STUDY

Stanley Consultants will be contracting with SWCA, Inc. for this task. Please see the following for the Scope of Services.

Exhibit "B"
SCHEDULE OF VALUES

Part I: Stanley Consultants Inc. proposes to complete the following parts of the Phase I efforts on a lump sum amount basis.

Consultant will invoice client monthly based on percentage complete.

1. Base Maps and Boundaries; Topo and Aerial Mapping;
2. ALTA Survey

Lump Sum Amount of : \$ 83,650.00

Part II: Stanley Consultants Inc. proposes to complete the following parts of the Phase I efforts on a Time and Materials not to exceed basis. Billing will be monthly per the consultants standard hourly fees and schedule attached.

3. Base Project Exhibit \$ 10,000
 4. Infrastructure ~~\$ 24,000~~ \$ 27,000
 5. Constraints Exhibit and Off-site Improvements ~~\$ 24,000~~ \$ 27,000
 6. Land Planning & Entitlement \$ 15,000
 7. Drainage Study \$ 16,000
 - 8a. Plans to Establish Water and Sewer Co. \$ 15,000
 - 8b. Master Water/Sewer Study \$ 24,000
 9. Traffic Impact Analysis and Trans. Infrastructure \$ 15,000
 10. Engineering/Planning/Coordination Meetings \$ 20,000
 11. Phase I Environmental site Assessment \$ 15,000
 12. Project Scheduling \$ 5,000
- Time and material not to exceed \$ 186,000

Handwritten: DW 3/2/05 [Signature]

Part III: Subconsultant's 404 Permitting, Biological Resources Survey, and Cultural Resources Inventory efforts on a Time and Materials not to exceed basis. Billing will be monthly per the consultants standard hourly fees and schedule attached

13. 404 Permitting; Biological Resources/Cultural Resources
- Stanley Consultant's Subconsultant Fee (x10%)

\$ 61,820

\$ 6,180

Time and material not to exceed \$ 68,000

Grand Total: \$ 337,650.00

Exhibit "C"

TIME OF COMPLETION

Engineering Schedule:

(see attached Schedule)

Survey Schedule:

Time of completion is determined by Client for which Consultant will provide its services on an "on-call" basis.

Client must make all staking requests 48 hours in advance.

Exhibit "D"

RHODES HOMES ARIZONA

2215 Hualapai Mountain Road, Suite H
Kingman, Arizona 86401
(928) 718-2210 Phone
(928) 718-1322 Fax

Change Order

Change Order #:

Client: **Rhodes Homes Arizona**
Consultant: **Stanley Consultants**
Project Name: **TEMPLE BAR**
Description of Work: **Civil Engineering**
Consultant Agreement Date: **2/24/05**
Contract #: **TBMP1000-1&2**

This Change Order is made this _____ day of _____ by and between
Rhodes Homes Arizona and _____ for the following changes in work:

(Describe changes in work required, reasons for the change, and associated costs of said change.)

Owner agrees to pay for all changes, if approved and required for the satisfactory completion of the work, performed by the Consultant under this Change Order according to the terms of the Consultant Agreement. The amount paid by the Owner shall be full compensation for all work requested and for all effect of this document on the work. The change, if any, in the Contract Price shall be computed according to one of the following methods:

(Check method appropriate to the requested Change Order)

- ☐ 1. No Change
☐ 2. Costs Plus a Fee \$ _____
☐ 3. Unit Price \$ _____
☐ 4. Lump Sum of \$ _____

If items 2 or 3 are marked, Consultant shall submit promptly to Client such itemized labor and material breakdown as Client may require for work performed or deleted from the Consultant

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Rhodes Homes Arizona
Stanley Consultants

CL05231

Agreement by this Change Order. The Consultant shall include the cost of such change in its next application for payment in a separate line item.

The change, if any, in the Project Schedule resulting from the work requested by the Change Order shall be determined according to the terms of the Consultant Agreement and allows for (check as appropriate) ___ an addition ___ a deletion of ___ (___) days.

The undersigned agree to the changes, additions, modifications, or revisions in the work and, if warranted by the Change Order, an adjustment in the Contract Price or the Client's Project Schedule or the terms and conditions of the Contract Documents issued on or after the effective date of the Consultant Agreement.

Stanley Consultants

Rhodes Homes Arizona

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Exhibit 2
Compensation
Rhodes - Mohave County, Arizona

Stanley Consultants will provide the Professional Services as outlined in Exhibit 1 on a Time and Material basis as follows:

1. Rates for services on this Contract will be at the Direct Labor Rates attached (listed by Salary Classification) TIMES a multiplier of 3.20 to cover labor benefits, general overhead costs and Consultant's profit.
2. Rates for reimbursable expenses will be per the attached Schedule of Charges and will generally be cost plus 10% including work of all Sub-Consultants.
3. DLR and Service Charge rates are adjusted annually in April. New company published rates will supersede those attached herein. Any additional changes to the rates of team members will be by an addendum letter requesting prior approval by the client.

Consultant will endeavor to staff the project with existing and new personnel and specialty sub-consultants on an expedited basis for the services outlined in Exhibit 1. One such specialty sub-consultant is Arico Inc. for master utility planning.

Also, Consultant will provide sufficient staff to provide additional related services for detailed engineering, surveying, mapping and related services to support the overall Rhodes Homes - Mohave County Program. Such projects to be contracted separately.

Direct Labor Rates Fiscal Year 2004-2005

Classification	Hourly Rates
SC-1.....	\$9.45
SC-2.....	11.90
SC-3.....	14.25
SC-4.....	16.35
SC-5.....	18.45
SC-6.....	20.55
SC-7.....	22.90
SC-8.....	24.90
SC-9.....	26.85
SC-10.....	29.10
SC-11.....	31.60
SC-12.....	34.00
SC-13.....	36.55
SC-14.....	39.45
SC-15.....	42.55
SC-16.....	47.40
SC-17.....	54.35
SC-18.....	61.05
SC-19.....	70.20

Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.

These rates are subject to change on or after April 2, 2005. They are computed by dividing annual mid-point base salary of each classification by 2 080 hours

Form K 04-05

CL05234

Schedule of Charges

Fiscal Year 2004-2005

I. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.50/mile
Automobile Assigned to Project Site	\$30.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$40.00/cal. day
Computer-Aided Drafting and Design (CADD)	\$15.00/hour
Mylar Plots	\$10.00/plot
Global Positioning System Receivers	\$18.50/hour
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%

II. Technical Equipment:
Minimum rates will be used for up to one week. After that, the extended use rate will be used.
Extended use rates apply where no minimum charge is listed.

	Minimum	Extended Per Day
Small Office Copiers (plus supplies)	\$30.00/week	\$2.00
Radio w/ Charger	\$15.00/week	\$2.00
Typewriters		\$1.00
Swiss Hammers	\$15.00/week	\$0.50
Distomat	\$70.00/week	\$10.00
Self Leveling Level	\$20.00/week	\$2.00
Theodolite	\$20.00/week	\$2.00
Ammeters & Other Electrical Test Equipment	\$15.00/month	\$0.60
Fathometer		\$20.00
Palm Thickness Gage		\$2.00
Punch & Binder		\$0.50
Chain Saw	\$20.00/week	\$5.00
Total Station Equipment	\$160.00/week	\$20.00

III. Graphic Charges:

Graphics		
Ink Jet Color Transparencies	\$2.50/image	
OCR Scanning	\$1.00/image	
Image Scanning	\$7.00/image	
35mm Camera	\$10.00/week	\$2.00/day
Video Camera	\$25.00/week	\$5.00/day
TV/VCR	\$25.00/week	\$5.00/day

Form S 04-05

CL05235

IV. Micrographics:			
Aperture Card Mounted 35mm	\$1.50/card	16mm Roll Film + Develop	\$18.50/roll
Slave Card	\$0.30/card	Duplicate 35mm Roll Film	\$42.00/roll
Key punch Labeling	\$9.00/unit	Preparation of Drawings	\$0.15/sach
35mm Roll Film	\$0.40/frame		

Offset:

	1-Color Large Press	1-Color Press	2-Color Press
Quoted unit prices based on the following rates:	\$80.00/hour	\$47.50/hour	\$62.50/hour
Products:			
Plate (metal from neg.) - up to 20,000 impressions	\$18.50	\$10.00	\$10.00
Genesis C.T.P. - plates		\$12.00	\$12.00
Ink Change	\$30.00	\$25.00	\$25.00

Copying:

Copiers 8500 - Estimating Jobs
based on the following rates:

No. of Copies/Original	Rate	Convenience Copies	Per Copy
1-5	\$0.10	Transparencies	\$1.50
6-100	\$0.06	Slanpats	\$1.75
101-300	\$0.05	11 x 17 size counts as 2 copies	
301 and up	\$0.035		

Color Laser Copies

Quoted prices based on quantity

Reader-Printer

18x24 Hard Copy \$2.25

Bindery - Quoted prices based on supply plus the following rates:

Manual Process \$36.00/hour
Mechanical Process \$32.00/hour

V. Compensation for use of proprietary computer programs shall be a surcharge rate applied to the computer charge.

	<u>OCF 8700</u>			
Sq. Ft.	Bond	Trank.	Vellum	Mylar
First 300 @	.25	.60	.70	1.25
Next 700 @	.20	.55	.65	1.70
Next 1500 @	.15	.50	.60	1.65
Over 2500 @	.125	.475	.575	1.625

Enlargements and Reductions

\$1.00 per drawing handling charge plus normal rate.

Scan to File Service

Number Scans	(Batch) Despeckle	(Batch) Desqueuing	(Batch) Rotating
1-10 - 8.00/scan	1.00/scan	1.00/scan	1.00/scan
11-20 - 6.00/scan	.75/scan	.75/scan	.75/scan
21-50 - 4.00/scan	.50/scan	.50/scan	.50/scan
51-100 - 3.50/scan	.25/scan	.25/scan	.25/scan
101+ - 2.50/scan	.10/scan	.05/scan	.05/scan

Individual cropping and file maintenance \$30/hour.

Form S 04-05

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Buying Scans To CDs

CDs \$50.00
Duplicate CDs \$25.00

- VI. Compensation for purchases, items of expense, and other charges not scheduled above incurred in connection with the performance of the work, shall be at cost plus 10%.
- VII. Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.
- VIII. Charges are subject to revision on or after April 2, 2005.

*Call for quotes on larger quantities.

Form S 04-05

CL05237

Standard Terms and Conditions

Exhibit 3

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 Construction Cost

3.1.1 "Construction cost" means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.1.2 Labor furnished by CLIENT will be included in construction cost at current market rates, including a reasonable allowance for overhead, fringe benefits, and profit. Materials and equipment furnished by CLIENT will be included at current market prices F.O.B. project site, except that used material and equipment shall be included as if purchased new for project.

3.2 Cost Estimates. Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.3 Payment

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal

rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.4 Controlling Law. Agreement shall be governed by Nevada law.

4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 CONSULTANT's Accounting Records. Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 Separate Provisions. If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 Waiver. No waiver shall constitute a waiver of any subsequent breach.

4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences,

or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.10 Period of Rest. Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project.

In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 Extent of Agreement. This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.13 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

SC3810 (REV) R1 7/94

CL05239

Exhibit 4
Special Provisions
Rhodes - Mohave County, Arizona

Special provisions to this Agreement, are stated as follows.

1. In consideration of Consultant's endeavors to establish a local office in Kingman, Arizona, the duration of this Contract will be on-going from the date of execution with indefinite end date.
2. Consultant will prepare a time/cost report to the Client on a weekly basis for review and approval of time charged to the project. Consultant shall also invoice the Client monthly for services provided. Client shall promptly process and pay the amount due within 30 days receipt of invoices.
3. DLR and Service Charge rates are adjusted annually in April. New company published rates will supersede those attached herein. Any additional changes to the rates of team members will be by an addendum letter requesting prior approval by the client.
4. The Client may terminate this Agreement by a written notice to the Consultant with no less than 3 months advance notice, subject to the payment of all fees and expenses incurred through the termination date. Additionally, the Consultant shall be reimbursed a fee equal to the greater of i) The actual services rendered during the 3 month notice period or ii) an amount equal to the average compensation under this contract during the previous 2 months, for each of the 3 months of the notice period.

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